FOR GOVERNOR Andrew Johnson.

AUTHOR OF THE HOMESTEAD. "I set out on this ground, which I suppose to be self-evident, that the earth belongs, in usufract, to the liv-

ing."—Thomas Jerrenson.
"To afford every American citizen of enterprise the opportunity of securing an independent freshold, i seems to me best to abandon the idea of raising a fu ture revenue out of the public lands."-Andrew

FOR CONGRESS SAMUEL P. ALLISON, of Davidson.

TUESDAY MORNING, JUNE 28, 1853.

The candidates for Governor speak in this place on Thursday, the 30th inst.

THE BANK OF TENNESSEE-REPORT OF THE COMMITTEE.

We publish, in another part of to-day's paper, the report of a committee appointed by the Board of Directors of the Bank of Tennessee to investigate certain charges implicating the President, Cashier, and Bill Committee of the Bank. We desire that this document may be read attentively, regarding, it as we do, as a full vindication of the truth of the charges made through our columns.

In this article, we propose to give the report a fair review, pointing out in what we consider it defective, and drawing the legitimate inferences from its conclusions

In the first place, we cannot but remark upon the extraordinary fact that the committee have investigated and reported upon charges of the most serious character, without deigning to inform the Board or the public in what manner their information was obtained. Were the main facts in the case elicited from the parties implicated? It is usual, we believe, in Bank investigations, to receive testimony under oath. Was this kind of testimony required by the committee, or are all its conclusions based upon the mere statements of the witnesses examined? These are important considerations, and yet the report of the committee is entirely silent in regard to them. The charges made are of a serious character, involving as they do the legitimate use of the capital and faith of the Bank, and the public will hardly be satisfied to see them deliberately disposed of by mere statements.

Waiving this objection ourselves, however, we remark, in the second place, that the facts disclosed in the committee's report fully sustain the statements of our correspondent. The report admits that previous to the 13th of May, WM. LEDBETTER, H. P. Bosnes, and Thos. H. Hisson contracted with Andrew Jackson, jr., for his iron works for the sum of forty thousand dollars, ten thousand in cash, and the balance in one and two years in pig metal, at forty dollars per ton. On the 13th May, H. P. Bostica handed to the Cashier of the Bank two bills of exchange, drawn by himself on Robert Buchayan, of Cincinnati, and endorsed by Tuos. H. Hisson, and others. In an hour afterwards, he returned with the checks of the last endorsers on the bills and his own check, and requested the cashier to mark the latter "good," stating that it was not to be used. The object of having the check thus endorsed by the Bank is thus stated by the com-

" Previous to the presentment of this Check, Bostick had been advised by his counsel, to make a tender to Andrew Jackson, if he came in that morning, of the balance of the ten thousand deliars, seven hundred and fifty of which had been previously paid in cash; and as it would be troublesome to count so large a package of money, it would be yest to offer his check to Andrew Jackson, for the balance of the ten thousand dollars, marked "good" by the Gashier, and that if he declined taking it, offer him the money."

So it appears that the check was to be used. It was to be offered to Mr. Jackson as a tender of the cash payment on the iron works. The question then prises, was it to be tendered before or after the bills were discounted? On this point the report of the committee is silent, and we are left to draw our inferences from the reason of the case. In this view, therefore, we are forced to conclude that it was to be used hefore the bills were discounted, if necessary. If not, why the extraordinary proceeding of having the check endorsed "good" when there was no money in the Bank to meet it? Why such "a new or strange way of doing business" if nothing was to result from it?-if the check was afterwards to be held up until the bills were discounted. and destroyed in case they were not? In a common sense view of the case, is it stall probable that Mai. Bosrick would have asked the cashier to adont "a new and strange mode of doing business" in reference to his cheek, for no practical purpose whatever? To have made such a request, he must have been the most unreasonable man in the world, and to have complied with it the eashier must have been the most accommodating gentlemen who has ever filled the eashier's chair in any Bank. We think it probable that when Mai Bosmon said his check would not be used, he meant, and was so understood by the cashier, that it would not be presented at the | by Hinson and others ! counter of the Bank. He might have felt warranted in saying so from his confidence that the check would not be accepted by Mr. Jacason, he having declined to ratify the contract of sale. The enshier might have felt safe in this conviction also. But however this may be, the conclusion is irresisteashier was aware of the manner in which it was to be used. We regret that there is no evidence in the report of the committee that the casher was examined on this point, and asked directly if he did it, was to be tendered to Mr. Jackson. We think that such a question would have brought the fact out. Supposing, however, that it would not, and that the eashier was really ignorant of the use to which dered the Bank liable for \$9,250. It is no defence checks of the last endorsers in his posession. Until suffer one cent to be drawn from the Bank on the | be satisfied we expound the law correctly. faith of them. It is no defence for him that he "felt satisfied, from the character of the bills, they tion was usurping the functions of the bill committee, and entirely unjustifiable.

But to proceed. The report says that after the check was marked "good" Maj. Bostick carried it to the President's room, where that officer was of- declining to do so on this occasion is explainable ficially engaged, and, without saying a word, laid only upon the supposition that he was aware of his it on the table and left the room. Now, this was own collateral liability on the bills presented. a mysterious proceeeding, to say the least of it. That the check was marked "good" simply for the purpose of laying it on the President's table | President was collaterally liable on these bills .-is hardly conceivable. But the mystery does not Now, what does the bank charter say? As amendway of doing business," asserting at the same | conclusive still. It says: time that the drawer had no money to his credit | Sec 4, De it enacted, That the highest amount in the Bank. "Upon reflection" the cashier him- which it shall hereafter be lawful for any director of in the Bank. "Upon renection" the cashier nimself concluded that it might be "a new or strange
way of doing business," and accordingly without
way of doing business," and accordingly without
way of doing business, and accordingly without
way of doing business, and accordingly without
way of doing business, and accordingly without
soid Bank for, unless by way of interest on debts

Charlette, Monday.

Charlette, Monday. receiving any information concerning the where- over due, shall be the sum of two thousand dollars,

clusion that all these things were conceived aforethought in the teeming brain of some gentleman "up to snuff" in the way of small manœuvring. All this mystery, to our minds, is explainable in only one way. The check was to be used as a tender to Mr. Jackson-it was to be used, too, by the President. For this purpose it was silently deposited on his table, there to rest until all danger of protest against this " new or strange mode of doing business" was passed. If the thing worked well, the check would be tendered and there would be an end to it. If it did not, the check was to be torn up to appease whoever objected. The interposition of the teller produced this result, and so ended the pantomime.

In this way only can we explain the singular. nay mysterious, conduct of the parties. In this way only can we account for the deposit of the check on the President's table without remarktor the singular knowledge possessed by the Cashier of its whereabouts-and of its unceremonious removal, without provoking a word of inquiry or comment from the President. The whole affair was carefully arranged beforehand. And this leads us to another conclusion, and which

we look upon as probably the worst feature in this whole affair, viz: that it was the intention of the parties to use the faith of the Bank in order to make a legal tender, without permitting the Bank to derive any benefit therefrom ! We dely any sane man to resist this conclusion, after reading the testimony in the case, imperfect as it is. We think we have shown that the check was marked "good" that it might be tendered, before the bills were discounted, to Mr. Jackson, and that the parties. might thus fulfill their part of the contract in the eye of the law. Had no objection been made by the teller, and the check been actually tendered. Mr. Jackson, as the partners had ample reason to believe, would have declined it. Had he declined to accept it because he dissented from the contract of sale, and not because the check was not a legal tender-then the object of the partners would have been consummated, and their part of the contract fulfilled. This having been done on the faith of the check marked "good," and before the bills were discounted, would these bills have been presented to the bill committee at all ? The faith or money of the bank being no longer needed, is it conceivable that the parties would have suffered their bills to be discounted? If any man thinks so, it would be idle to argue with him, for his credulity is past comprehension. It is manifest then that these bills of exchange were drawn to provide against one of two contingencies-viz : an objection such as was actually raised by the teller to the endorsement of the check, or an objection on the part of Mr. Jackson to the character of the tender. In either contingency, the bills were to be discounted-otherwise they were not. and the faith of the Bank was to be used for the purpose of making a tender, without the Bank deriving one cent of profit therefrom. Upon this feature of the case, further comment is needless. The next part of the report worthy of remark is

the following statement : "Pending the negotiations, (for the iron works,) and before the contract was closed, it was agreed between Bostick, Ledbetter and Hipson, that Bostick and Hinson should make the cash payment of ten thousand dollars outside of Ledbetter, and that Ledbetter should turnish his proportion in stock and provisions for the iron works. Bostick and Hinson were to raise the ten thousand dollars by a bill or bills through one of the banks of Nashville, but no particular bank was mentioned."

Upon what kind of testimony the committee make this statement we are not informed. The object of the "agreement" between the parties, however, if it really was entered into, is too transparent to deceive the most credulous. The "moccasin tracks" are too palpable. It is admitted that the ten thousand dollars were to be raised "by bill or bills, through one of the banks of Nashville." This was necessary, and it must have been evident to the partners that they would be more likely to succeed in obtaining this amount from the Bank of Tennessee. The great and only difficulty in the way of this arrangement was, that one of the partners was a director in the bank, and not legally entitled to receive from the Bank, by way of accommodation, a larger amount than \$2,000. The happy stroke of policy which removed this obstacle consisted, as we learn from the report, in an agreement among the partners that the cash should be raised by Messrs. Hinson and Bostick, and that Maj. LEDBETTER should furnish his proportion in stock and provisions. This was certainly a happy expedient. It provided, without much effort, an admirable ruse for getting round the Bank's charter and hold of the Bank's money at the same time. We cannot but admire the ingenuity which could overcome, in so facile a manner, so serious a difficulty. It is worthy of remark, however, that this agreement was not carried into effect. The money was raised, not upon the bills of Bosrick and Hinson, but upon bills drawn by theformer alone, and endorsed

But, really was the difficulty overcome by this side "agreement" among the parties ! We believe it is a principle of law, where money is obtained by one member of the firm in his individual capacity, and for the benefit of the firm, that it may be followed up, and the firm rendered liable for it. able that the check was to be used, and that the (We would like to hear Mr. Mrses' opinion on this ! point.) Now, the report distinctly states that the proceeds of the bills were intended to consummate the iron works trade-that is they were to be expended for the benefit of the partnership. This not know that the check, with his endorsement on the President and cashier knew. It is clear, therefore, that Mai. LEDBETTEE, as a member of the firm, was collaterally liable to the Bank on these bills of exchange. Suppose, for instance, that these bills had run to maturity, and the drawer and the check was to be appried, his conduct was still in endorsers proved insolvent. In that event the violation of the usual custom of the Bank, and high- bank could file a bill of discovery, and, ascertainby consumble. For no purpose whatever, he ren- ing the fact of partnership, and also that the pro- Frank Granger removed seventeen hundred deceeds of the bills had been devoted to partnership for him that he had the bills of exchange and the purposes, make Maj. LEDERTTER liable for the full amount. If the Board will take the opinion of these bills were discounted, he had no authority to their attorney on this point, they will, we think

That Mai, LEDBETTER was satisfied of his liability on these bills, is evidenced by the fact that, as would be discounted." To act upon such a supposion them. The report states that Maj. Bosrick's bills had been discounted on various occasions before but we do not learn that the President ever de clined, before this occasion, to vote on them. His

We do not think it worth while to elaborate this point more fully. We assume it as clear that the end here. The teller, it appears, by some means | ed by the act of 1842, the charter says: that no suspected what was going on, and on inquiry | loan shall be made by the Bank, either directly or ascertaining that the check had been marked good, indirectly, to any of its directors, of a sum exceeding did not hesitate to pronounce it " a strange or new | in all \$2,000. But the 4th section of this act is more

of the committee that the President and Cashier, The characters knew their parts too well, and the members of the bill committee, were both aware silence which pervaded the whole affair was too of this violation—that is, they knew that the "proprofound to be unmeaning. With all the charity ceeds of the bills were intended to consummate the in the world, we are literally forced to the con- iron trade." Mr. Maxey, another member of the bill committee, knew nothing about the iron trade; and Mr. HARRIS, the other member, knew of the iron trade, but knew nothing of the bills until they were presented for discount.

We think we have thus sustained, from the report itself, the main charges preferred in this matter. The remaining charge-viz: that the by-laws of the bank were violated in discounting the bills of a clerk in the Bank-is susceptible of proof equally

as conclusive. The committee cite the 13th article of the charter, the 19th section of the act of 1837, and the act of 1842, chap. 6, and state that under the provisions of these acts Mr. Bosrick was elected an agent of the Bank, and has during his connection with the Bank kept a regular account with it, and has at sundry times received accommodations on bills and notes as other persons dealing with the Bank .-The committee also quote the 18th article of the rules and regulations of the Bank, which says that "no clerk or porter shall have an account in the Bank," and remark that "the reason and policy of the above rule is obvious: the clerks keep the books, make all the entries, and are alone responsible for any errors; and a porter, if there be such an officer, carries the money and funds of the Bank as direct-

If this be the reason and policiy of the rule, the subsequent facts stated by the committee show that it applies to Mai. Bosrick as well as other clerks in the bank. It appears from the report that Major Bosnok has been occasionally employed in the luties of clerk in the bank, in the sickness or absence of some other clerk, or in case of great pressure of business, and that he has not received any additional compensation for such services. If it be true that the rule of the bank in regard to clerks is founded on the fact that clerks keep the books of the Bank, make the entries, and are responsible for all errors, and if it be a fact that Mr. Bosrick is occasionally employed as a clerk in the bank in addition to his out-door duties, it is at once evident that the policy of the rule applies to him as well as to the other clerks in the bank.

But this point is more fully considered in the pinion of the attorney of the Bank, appended to the report of the committee, and to which we now pay our respects, not a little alarmed at coming in contact with so much legal learning and acumen. The following questions were propounded to the attorney: 1. Have the Directors power to appoint a servant or agent of the Bank to transact business out of doors? 2. Can such servant or agent keep an account with the Bank? These mestions are answered in the affirmative after a eview of the different acts in regard to the officers of the Bank. The error into which the attorney falls is very palpable, viz: that of giving to the word "servants" its comprehensive legal meaning, in which sense it embraces the President of the Bank as readily as it does the porter. The act of 1837 empowers the President and Directors to appoint such officers, clerks, and servants under them as shall be necessary for executing the business of the corporation," &c. That the word sevents is here employed, not in its legal, but in its more menial sense, is evident from the subsequent act on the same subject and from the uniform interpretation number of officers to be employed at the Principal Bank of Tennessee, than one President, one Cashier, one Teller, and three Clerks, except the Direc-

After the passage of this act it was considered that in 1841-2, it was considered necessary by a special act to empower the President and Directors that when so employed he receives no extra comentries, and "recorded the transactions of the

We cannot persue this matter farther to-day. port of the committee. Imperfect as that report is, and intended, as is but too evident, to whitewash and spologize for abuses, we are yet willing to rest the charges in this case upon it. No man capable of reasoning can read it attentively without being convinced that the charges are all

The convention in Georgia to neminate a candidate for Governor in opposition to the democratic candidate, is called "a convention of the conservative men of Georgia." They have no whige in Georgis, it seems. Whiggery is dead there, at least. It will live Tennessee only till August.

We see in the whig papers a statement that 719 is the grand total of the removals from office by the administration since the 4th March. Whigs think this a great number; forgetting that, in 1840, mocrats from the Post Office Department alone!

APPOINTMENTS FOR GOVERNOR.

15	Distriction Con Constitution
ε,	Hox. Annaew Jourson and Maj. G. A. Henry, will dress the people of the different counties at the follow
y	times and places: Charlotte, Toesday,June
a	Nashville, Thursday, Springfield, Friday Jul
e.	Gallatin, Saturday,
is	Carthage, Wednesday,
0,	Gainesboro', Thursday,
ă-,	CANTAGE FOR COVERNOR APPRINTMENTS

CANVASS FOR GOVERNOR-APPOINTMENTS FOR EAST TENNESSEE. Messes G. J. Henry and Andrew Jourson, candidate

for Governor, have agreed to the following appointments for public speaking in East Tennessee, and will address the people accordingly: ple accordingly:
Montgomery Tuesday, July 12 Elizabethton Thu'dy, July 21
Clinton, Wednesday, "13 Jonesboro', Friday "22
Jacksboro', Thursday, "14 Greenville, Monday, "25
Tazewell, Friday, "15 Newport, Tuesday, "26
Beas Station, Saturday, "16 Dandridge, Wed'y, "27
Rogersville, Monday, "18 Sevierville, Thurs'y, "28
Kingsport, Tuesday, "19 Maryville, Friday, "29
Blountville, Wed'y, "20 Knoxville, Saturday, "30

PURLIC SPEAKING

F. K. ZOLLICOFFER and SAM. P. ALLISON, candidates for Congress, will address the citizens of Dickson, Montgomery, Robertson and Davidson coun-

second any information concerning the wheresecond and such as any information concerning the wheresecond and such as may be made in resource as aforesaid, and such as may be made in resource as aforesaid, and such as may be made in resource as aforesaid, and such as may be made in resource as aforesaid, and such as may be made in resource the resident or any body class, took it in particular to debts and liabilities already insource the responsible of debts and liabilities already insource the responsible of the second in the source of college street, near the Square,
source the responsible of the stand of the second in resource the responsible of the same events, or first your any errors; and
a specific or any errors; and a specific or any

TENNESSEE COARESPONDENCE.

Editors Union and American :- Gentlemen : The

andidates for the office of Governor addressed a

arge number of the voters of Haywood county at

this place to-day. Not since 1844 have I seen so

much real interest exhibited by the people to hear

a political discussion. By the regular alternation

observed by the candidates, it devolved upon Col.

Jonnson to make the first speech. So great was

the anxiety to both see and hear the "author of the

homestead," that the large audience seemed scarce-

ly to breathe, when he arose and looked as rarely

BROWSSVILLE, June 22, 1853.

ever man looked, turning slowly his deep, dark, Webster-like orbs to various parts of the crowd, as he saluted it. He commenced by saying that he appeared before them as the democratic candidate for the office of Governor of Tennessee, having been assigned the high position by the democracy, though possessing less claim to the distinction than many others. He showed, in a summary way, that the whigs had done absolutely nothing calculated to advance the republic in greatness and prosperity, and in doing so, referred to a long list of whig measures, obsolete-the people having consigned them one by one to an "eternal sleep"-such as the United States Bank, the high protective tariff, the abolition of the veto, &c. He said that the whig party was a stand-still party, which was really in effect a retrograde one, as in the nature of things, a government could not be stationary, but must either advance or fall back. His exposition of the utter unsuitableness of whig principles to the genius of our natitutions was so clear as to defy dispute or cavil. He drew then the contrast, as presented by the democratic party in its line of policy with the utmost fairness and admirable fluency and perspicuity; he said he belonged to the school known as the progressive democracy"-a party whose principles were not only calculated to secure the "greatest good to the greatest number" in a temporal point of view, but were eminently fitted to advance the cause of Christianity: in short, he was in favor of progressive principles, "because he believed that they and christianity were advancing by converging lines, and would meet when that remarkable period in the world's history called the millennium should arrive, as predicted in Holy Werr, at which time the lion and other ravenous beasts will lie down in perfect peace with the weakest of the field; when a theoracy would set in," He said his competitor charged him with being opposed to "Bennert's bill," which proposed to give fifty-eight millions acres of land to the States-that it was true that he had opposed the passage of that bill by Congress, for the reason that he considered it a scheme for speculation, set on foot through the instigation of stock-jobbers in Wall street, New York, and State street, Boston, and at other places, with the view of buying up said lands, as there would be thirty-one States or parties pressing the sales for the proceeds. He said for this opposition he was charged with being inimical to free-schools or edueation, which was not true, as he was for the government giving the lands to settlers , which he considered and contended was afar preferable plan, as the parent could cultivate the soil thus given to him, and educate his children; that for the State to hand out a pittance for each child, so very little in amount, was to sustain a mere "wet-weather-school;" he thought it far better for the poor man to move to another State where he could secure the lend to cultivate gratis than to remain where he given to this act, until recently. The act of had to plow one furrow for himself, as it were, and the Cashier's reply was, the check had been 1839-40, limited the power of the President and the other for his landlord. Aside, he said, from all marked good upon the proceeds of the bills, point-Directors to appoint officers of the Bank, by de- argument, the charge bore improbability upon its very face, as his whole life, from an apprentice boy to a degree of surpassing eloquence, and wonderthat the discretionary power of the Directors over | tered. He said that he had been scorned for being a the number of persons employed in the Bank was tailor; or the ninth part of a man, foreathless attenlimited, except as to menial sercants employed in tion, but he predicted that by the close of the first and about the Bank. This is evident from the fact | Thursday in August his competitor, at least, would think that it would take nine men to make a tailor. [deafening applause;] that his competitor had charged to employ "one clerk for the transaction of business | him with having sat upon a cushioned chair for the in the Bank or in agencies out of doors." This act last ten years in Congress; it was true, he said, expressly calls such person to be employed in there were cushioned chairs furnished, of cheap agencies out of doors, a clerk, and provides that he | kind, to the members, upon which he in common may be employed either in the transaction of busi- with the other representatives sat, but it was equal ness in the Bank or in agencies out of doors. In | ly true that Maj. HENRY had tried for ten years to accordance with this provision, it appears that Maj. get a cushioned seat in Congress, but had signally Bostick is occasionally employed as a clerk in the failed, [great and continuous applause]; that Maj. Bank in additition to his duties out of doors. On HENRY had claimed to be as good a homestead law account of this discretionary power to employ him advocate as he was himself, but strange to tell, he either in or out of the Bank, the law of 1842 very (HENRY) had Gerrymandered him out of his seat in wisely designated him as "a clerk," and thus, in- Congress, in the midst of his best effort to establish tentionally no doubt, brought him within the disa- it on a good basis. Among other things, he said, bility of the 18th article of the by-laws of the Bank. he was for smendments of the constitution of the That service as a clerk in the Bank is a part of his United States, so as to let the people vote directly duty, whenever necessary, is manifest from the fact | for President, and also to have the judges of the supreme court appointed for the term of twelve pensation. And the fact is indisputable, that Maj. years in place of for life or good behavior, for im-Bosrick has been employed a good portion of his peachment was next to impossible, and when they time is the Bank and has kept the books, made | choose to neto anything by their decision there was no Senate to overrule them by a two-thirds vote. as they could the executive branch; was for the election of Senators to come directly before the people. Indeed, it was scarcely necessary to consume as in place of the Legislature, as he believed the latter much space as we have in commenting on the re- to be more corrupt than the former. He said that he was for popularizing our system, that is to bringthe people and government as near together as practicable, but upon all of these measures his competitor differed with him; that he was going to the people by his system and Maj. HENRY was going from them, as John Q. Adams did before him, and for whom Mai, HENRY voted in 1828, [Tremendous cheering.] This communication is already too long, or I should give you an account of Msj. Hrvgy's speech; suffice to say that he floundered and vociferated through his first speech and dragged through his reply, as any man must have done who should attempt to withhold from the people their rights. I have heard very many say that Jourson was the finest reasoner and greatest debator that they had ever listened to. The democrats claim Jourson's election, and by the unusual silence of the whigs I consider it admitted. Progress. JOHN M. DAVIES, JONES & CO., 104 and 106 William St., cor. John, New York,

MPORTERS of Gentlemen's Furnishing Goods, Hosiery, Gloves, Suspenders, Cravats, Scarfs, &c., selected i France, England and Germany, by one of the firm resides rance, tagana and oermany, by one of the firm resident in Europe, which ensures to purchasers the newest and most desirable goods in the line; also, manufacturers of the cele-brated Patent Shirts. Stocks and Ties of every descrip-tion. Purchasers will find the stock well worthy their at-

JOHN K. HUME. No. 57, College Street. AS this day received, by Express, from New York Beautiful new style Collars; Emb'd Undersleeves, Black Lage Mitts; Hair Cloth Skirts;

Lace Mantles and Points; ALSO-On hand, Bareges, chesp Muslins, beautiful Silks: also, a beautiful selection of Chinese, Spanish and Parsien Fans, and a general assortment of Dry Goods of every deall of which will be sold at extreme low prices. COR GENTLEMEN. John K. Hume has just re ceived an excellent supply of those Shouldar Seam Patent Shirts, Collars, Handkerchiefs, Cravats; also, Lisie Silk and Kid Gloves, Cloths, Casaimeres, Vestings, &c. jun28 JOHN K. HUME, No. 57 College st, NATENT SHOULDER SEAMED SHIRTS.

We are in receipt per S. B. Shylock, another invoice of this justly celebrated make of Shirts making our assorment complete. Among which may be found.

Fine Linen with standing and Byron Collers; " Wove Bosoms; " Fancy;

Full Cambrie Bosoms; 20 doz Boy's Shirts;

N. B.—To those who prefer having their Shirts made to order, we would say that one of our firm will visit the North early in July, and we would take much pleasure in having their orders filled.

MYERS & McGILL. early in July, and we would take much pleasure in having their orders filled.

MYERS & McGILL.

Gents' Furnishing Store, 56 College street, near the Square.

end of each month.

The reason and policy of the above rule is obvious, the clerks keep the books, make all the enough their own three times per week to these Springs, learing the country out, the clerks keep the books, make all the enough their own three times per week to these Springs, learing the country of the above rule is obvious.

BANK OF TENNESSES, The board of Directors met pursuant to adjourn ment, present Messra. President Ladbetter.

ohan, Winston, Allen, Howard, Maxey, Harris, and Foster. The President desired to be excused from acting, and did not take his sent at the board, where-

upon Dr. Shelby was called to the chair. The committee appointed at the last meetings made the following report, to wit:

NASHVILLE, June 25, 1853.

The undersigned, who were appointed a Com-

mittee, by a resolution of the Board of Directors of the Bank of Tennessee on the 23d inst., to inrestigate the charges made in the Daily Union and American of the 22d inst., implicating the President, Cashier, and Bill Committee, beg leave to submit the following state of facts, viz :

Previous to the 12th of May, 1853, H. P. Bo tick, Wm. Ledbetter and Thos. H. Hinson had contracted with Andrew Jackson for his Iron Works on the Ohio river, in the State of Kentucky, or the sum of forty thousand dollars-ten the sand of which was to be paid in eash, and the balance in one and two years in pig metal, at forty dollars per ton. Pending the negotiations, and before the contract was closed, it was agreed between Bostick, Ledbetter and Hinson, that Bostick and Hinson should make the cash payment of ten thousand dollars outside of Ledbetter, and that Ledbetter should furnish his proportion in stock and provisions for the Iron Works. Bostick and Hinson were to raise the thousand dollars by a bill or bills through one of the banks of Nashville, but no particular bank was mentioned.

On the morning of the 13th of May, about 8 or o'clock, before the Committee had met, H. P. Bostick handed to the Cashier, in the bank, two Bills of Exchange, each for \$5,250, one payable in 4 months, the other in 6 months, drawn by Bostick upon Robert Buchanan, of Cincinnati, and endorsed by Thos. H. Hinson, Jonathan Bostick and James A. Bostick, and requested him to offer them to the Bill Committee for discount. Something like an hour afterwards, Bostick returned to the Cashier, in the bank, with the Checks of the last endorsers upon the bills, and his own Check, and requested the Cashier to mark his own Check good," stating that it was not to be used.

Previous to the presentment of his Check, Bostick had been advised by his counsel, to make a tender to Andrew Jackson, if he came in that morning, of the balance of the ten thousand dollars, seven hundred and fifty of which had been previously paid in eash; and as it would be troulesome to count so large a package of money, it would be best to offer his check to Andrew Jackson. for the balance of the ten thousand dollars, marked "good" by the Cashier, and that if he declined taking it, offer him the money.

Upon the request of Bastick, the Cashier mark d the check "good" without hesitation, because e had the bills and checks of the last endorsers, in his own possession, because Bostick said the check was not to be used, and because the Cashier felt satisfied from the character of the bills they would be discounted.

When the check was thus marked good by the Cashier, he handed it to Bostick, who retired with it to the President's room, where he, the President was officially engaged (Judge Brien being present) and laid the check on the table without any remarks, and left the room.

Some few moments after the Cashierhad marked the check good, and Bostick had left the banking room, the Teller asked the Cashier, was that Bostick's check! Did you mark it Good! For what amount did you mark it good, and upon what did you do it ? To which the Cushier replied that it was Bostick's check, that he had marked it, that it was for \$9,250; the Teller then said to the business, that Bustick had no money to his credit The Cashier then remarked, that he had marked it good, upon the faith of the bills and checks of the last endorsers, which were in his possessi-Mr. Cunningham, one of the Cierks, stated that

might be a new or strange way of doing business, to the present time, showed his course to have been he got up and went into the room where the check | Clerk in arout of the bank. Such agents may be one friendly to the poor man and to education; and | had been placed by Bostick, took it up without | indispensable "for executing the business of the in this connection, gentlemen, I assure you, he rose | so ying any hing to the President or any one clas, | corporation," upon exigencies more or less tempoto a degree of surpassing eloquence, and wondertore it up before him. Judge Brien was in the
fully affected his audience, for he felt what he utroom with the President when the Cashier rethe appointment of this class of agents, the LagSpring and Broad. moved the cherk, and save that no words were in- islature has never interfered, and probably never

terchanged by the Cashier and President. Alter the above transactions, and on the 13th May, 1853, Messes. Morton, Maxey and Harris, members of the bill committee, at the usual hour convened, when the bill of D. D. Dickey was taken up and voted upon, and the bills of H. P. Bostick heretofore described were taken up for scount, and the question arising in the minds of he committee, whether they could discount the committee to assist in an investigation of the charsaid bills consistently with law. The President then same into the committe room, voted upon the bill of D. D. Dickey, pointed out the acts and usages of the bank as referred to and retired, stating that he would not vote upon the Bostick bills. The accounts with it; and for that reason, and that remaining members of the bill committee, then | alone, clerks are prohibited from duling so. But as proceeded to discount the bills of H. P. Bostick. elieving that it would involve no violation of the trusted with the books, so the prohibition is not charter, acts of assembly, by-laws, or usages of extended to that class of agents. R. J. Maigs. the Bank.

The bills were readily discounted because they were made payable at a point where the bank needed funds under a previous arrangement, and ecause they were undoubted.

From the proof, it appears the President had no igency in procuring the discount of the bills, ough he knew they were before the committee or discount. At the time the bills were discountd, Mr. Maxey had not heard of the iron trade. Mr. Harris had heard of the trade, but knew nothing of the bills until they were presented for discount, while Morton and Ledbetter knew that the proceeds of the bills were intended to consummate

The meeting of the committee was in accordance with its usual custom, without the procurement of any person when the Bills were discounted as above stated.

The proceeds of the Bills were checked out by Bostick, kept a few hours and then deposited in the Bank until the 1st of June, 1853, when the Bills were paid up with the usual interest, and rate of exchange on Cincinnati.

By the 13th article of the charter of the corporation, the board of directors shall be capable of xercising such other powers and authorities as may be necessary for the well governing and or-

promoting its interest and credit. By the 9th section of the act of 1837, chap. 107. ncorporating the Bank, "the President and Directors have power to appoint officers, clerks and servants under them as shall be necessary for executing the business of the corporation, and allow them such compensation for the same as may be reasonable.

By the act of 1842, chap, 6,"the board of Directors are authorized at their discretion, when they shall deem the business and interest of the insti tation requires the same, to employ at the principal Bank, one Clerk for the transaction of business in the said Bank, or in agencies out of doors, in addition to the number of Clerks provided in the act which this is intended to amend."

Under the provision of these acts, the board of Directors upon the 13th of February 1851, determined and resolved to appoint an agent for the principal Bank, and did upon the 20th Feb. 1851. manimously elect H. P. Bestick as agent for the principal Bank, to superintend her suspended debt, her real estate and such other business as the Bank may direct, who upon the 6th March 1851, gave bond with security approved by the board. On the 1st of January, 1852, Bostick was reelected agent of the Bank, and on the 15th of January, 1852, gave bond, with security approved by the board. On the 6th of January, 1853, Bostick was again elected agent of the Bank until the 1st of January 1854; upon the 20th of January, 1853. gave his bond as such agent, with security approved by the board, and as such has acted and still con-

tinues to act. During the whole connection of Bostick as such agent of the Bank, it appears from the books of the Bank, he has kept a regular account with the Bank, and has at sundry times received accommodation on bills and notes as other persons dealing

By article 18 of the rules and regulations of the Bank it is provided amongst other things, "that no clerk or porter, shall have an account in the Bank, hold their Shirts made to but may receive his salary from the Cashier at the end of each month."

Bank, except in case of the siekness or absence of some regular clerk, or the great pressure of busi-ness, and that from no source, has any compensation been made to him for such services.

On the 5th of May, 1853, Messrs, Ehelby and

Maxey were appointed to serve upon the Bill Com-mittee for the month of May; and upon the 12th of May, 1853, Dr. Shelby being compelled to leave the State upon business, T. O. Harris was substi tuted to act in the place of Dr. Shelley.

The above facts have been obtained by the

ROBT. C. FOSTER, M. M. MONOHAN.

Which was received by the Board, and upanimously ordered to be spread upon the minutes -The Board also ordered the opinion of R. J. Meigs, Esq., (the attorney of the Bank,) which was wris-ten out at the request of the Board, to be spread

I am requested by the President and Directors of the Bank of Tennessee, to give them a written opinion upon the following questions: 1. Have the Directors power to appoint a ser-

vant or agent of the Bank to transact its husiness 2. Can such servant or agent keep an account and vicinity.

ith the Bank! To the first question I answer: That, by the 9th section of the Act of 1837-S, chap. 107, by which act the Bank was established, the President and Directors have power "to appoint such officers clerks and servants under them as shall be necessary for executing the business of the corporation, and allow them such compensation for their ser-

"it shall not be lawful for a greater number of offi-cers to be employed at the Principal Bank of Tennessee, than one President, one Cachier, one Tel-ler, and three Clerks, except the Directors." By the act of 1841-2, c. 73, the President and Directors are empowered, at their discretion, to

employ at the Principal Bunk one Clerk for the transaction of business in the Bank, or in Agencies out of doors, in addition to the number of Clerks provided for in the act of 1839-40. By the act of 1837-8, it will be observed that the agents of the Bank, that may be appointed by the esident and Directors are styled "officers, clerks and servants;" that by the act of 1830-40, the officers" of the principal Bank, are to be one

President, one Cushier, one Teller, and three Clerks; and by the act of 1841-2, one additiona Clerk "for the transaction of business in the bank, or in agencies out of doors" may be appointed .-These modifications of the act of 1337-8, manifestly restrain the discretionary power originally granted to the President and Directors with regard to the appointment of Clerks. At first, as many officers, clerks and servants under the Presiden and Directors, as might be found necessary could | jumbs 4m e appointed. Now, the officers are issuited to seven, of whom four may be Cierks, and one of the Clerks may be charged with agencies out of doors. But the President and Directors are not obliged to appoint four Clerks, nor even three: In fact the usiness is done, and has been for some years by two. Nor are the President and Directors obliged. when agencies out of doors are to be performed, o call any agent they may employ therein a Clerk or are they obliged to assign agencies out of doors

President and Directors to appoint "sorvants" is no way limited easyet.

Of the agents of the bank, the classes of Clerks' and 'Servagis' are distinct. The number of both was originally left to the discretion of the President and Directors; but now there can be only 4 clerks, while the number of servants is still aiscretionary, "Clerk," says one authority, "denotes a person who practices his pen in any rourt, or therwise." Or, to use the language of another authority, "a Clerk is a person couplayed in an office, public or private, for keeping records or accounts. His business is to write or register, in proper form, the transactions of the tribunal or body to which he belongs."

ors agent. The power originally given to the

An out-of-doors servant or agent, soying nov hing to the President or any one clas, torporation," upon exigencies more or less tempo. All passons denoing in make a trial of the efficiency of these brought into the room where the Teller was, and rary or permanent; and with the original discress Madicines can consolt by Goodlet by lester, or personally a will; because many of them may be necessary av-

the same time-in and out of the State. To the second question, I answer, there is nothprevent an out-of-door servant of the hank from course has no application to a servant or agent of

The opinion above expressed is certainly sus tained, I think, by the letter of the laws cited, and it is equally consistent, fi seams to me, with their spirit. It would be unsa'd to permit those, who are to record the transactions of the Bank, to keep the reason does not apply to those who are not Nashville, Jane 24, 1853.

3. NEW ARRANGEMENT 19 GREAT NORTHERN MAIL ROUTE

From Nashvilla to New York, Philas leightia, Baltimore, and Washington.

TWO Daily Loses of Stages have Nashville overs morning at a colock for Lausville via the Madd OTH CAVE. The Great wossess of the Women, Also, via Tyree Springs, Bowling Green, Glasgow and Gardstown arriving. cinnati and Wheeling connecting at those places with the different Railroads to all of the Lastern and Youthern Cities.

FARE REDUCED,

To New York \$27. To Weshington \$24, To Philadelphia \$24. To Philadelphia \$24. Iraveling time to New York, His days. Through passenfor all information or segs, apply at the General Stage

N. B .- All Baggage at the risk of the numers CASH SALE OF GROCKRIES AT AUCTION BY, H. S. ON THURSDAY, the Salb into at 10 o'efock A M, I will offer a large and well selected mock of since ories at Aucpart the following articles, vio blide Sugar, fair to prints; 250 bega Rio Collic o blide re-builed Molasses; po casias cach S. i

hags Ginger; reams Wrapping Payor; 5 hole Pobags Laguyra Coffee; bage Java Coffee; boxes pint Flanks; boxes quart Flesica; easks American flor essks American Brandy; half blobs Muckerel; Bit fort Bat White

25 tible Old Roselon Whiches boxes Pickels, Preserves, &c. & Cherry Brandy: bbls N. E. Russ; cles in the greecy line. Tornes will be made know day of the sale. | inne 28. | 11. S. Fi [ime.zs.] H. S. FRENCH.

AUGTION SALE OF GROOFEIES. ON TUISDAY, the 18th of June, 18th onisiana Sugar, Palm Scope Itio Coffee dog Laguira Coffee; Old Gr oJavade; Virginia Toborco, various Pert Wine. Cincinnati Whodey, TOGETHER WITH

Indigo, Madder, Brimstone, Seda, Spice, Pepper, Ginger, dup, &c., &c. We will also sall, BALLEYS' SPRINGS. NINE MILES NORTH OF FLORENCE.

THIS GREAT FOUNTAIN OF HEALTH

ing dispaired of ever regaining health or constitution, hot after a few weeks have returned to their friends well, and entirely free from the deadly disease that note had a strong

SPECIAL NOTICES.

Disease of the Liver-When the celebrated Dr. ted a truth which the experience and obcal men is every day confirming. The many ar parently assue excesses of those who indulge in the use of spirit conduct, which is taken for infatnation, is very frequently a diseased state of the Liver. No organ in the human sys-Committee, and are respectfully submitted to the Board by the Committee.

Chas. K. Winston, the manifestations of disease, and it instead of applying remedies to the manifestations of disease, as is too often the case, physicians would prescribe with a view to the origins cases, fewer deaths would result from diseases induced by a deranged state of the Liver. Three-fourths of the dis-

eases commercied under the head of Consumption, have their seat in a diseased Liver. (See Dr. Guan's great works.) Indigestion, stappings of the Mount, Confidences, and gene ral irregularity in the action of the Bouels, are diseases origiusting in the same prolific cause, as is also that dreadful earge DYSPEPSIA. Those who are afflicted with any of the above enemerated distant, may rest assured that the source of their maladies is the Liver, and for its correction, the best remedy ever offered to the public is Dr. M'Lanes celebrated Liver Pill, for the cure of Hepatis, or Liver Com

Let For sale at all the principal Drug Stores in Nashville.

Prof. Alex. C. Burry's Tricopherons, or Med-ICATED COMPOUND, for Beautifying, Carling, Preserving, Restoring and Strengthening the Hair, Relieving Diseases he Skin, Caring Rheumatic Pains, and Healing Externo Wounds. Bounded by no geographical lines, the reputati of Banny's Tancountroots pervades the Union. The sales of the article of late years have increased in a ratio that a vices as may be reasonable." See Art. 2, Sec. 9. | most exceeds belief. Prof. Barat. after a careful exemine By the Act of 1839-40, c. 95, s. 2, it is enacted tion of his sales book, finds that the number of bottles do livered to order, in quantities of from half a gross ups and, during the year 1852, was within a trille of 950,000.

public have furnished seen an endersement at this. The changuess of the article and the explanations given of its chemical action upon the hair, the scalp, and in all cases of superficial irritation, first recommended litto the attention of the people. This was all that the inventor desired. Every bottle advertised itself. The effects of the fluid exceed ed expectation. It acted like a charm. The ladies would not be without it. Country dealers in every section of the United States found they must have it; and thus was buil up a wholesale trade of an extent hitherto unboard of as reands articles of this kind. The highest point has not y seen reached, and it is believed that the sales this year wi be a million and a half of bettles.

Depot and Manufactory, No. 187-Broadway, New York, Retail price, 25 cents a large bottle. Liberal discount to purchasers by the quantity. Sold by

il the principal merchants and druggists throughout the United States and Canada, Mexico, West Indies, Gren Britain, France, and by A MORRISON & CO.

DR. A. G. GOODLET.

HOUCK'S PANACEA AND GOODLET'S LINIMENT. Important to the Afflicted!

HOUCK'S PANACEA,
Prepared solely from Vegetable Matter by Dr. Prepared solely from Vegetable Matter by Dr. A. G. GOODLET.

Six fulles East of Leburce, Tourn, May 3, 1802.

Dr. Goodler-Dear Siz: I have used several bottles of rour Pursees for Dispersia, a discuse that I have been atticted with for the last investy-live or thirty years, and it gives me pleasure to is form your first it, has benefitted as

rema fint it is a most valuable medicine for the home . TO MOTHERS.—supply yourself with Houck's Panacea and Goodlet's Limitagest, and use properly, and save year-selves of much trouble, loss of sleep, and your family from

re than all other architmen I have over taken, and I mas idently recommend it, believing as I do from my expe-

COODLET'S LINIMENT.

Prepared solely from Vegetable Matter, Dr. A. One of the greatest Liniments ever discovered for the cure of Rhetmudism, Tunners, Pales, Gonz, Ring worm, Reb. Childrins, Frast Rites, Munips, saithess of the joints, Ururops, Sprains, Braises, Cata, Rorus, Dislocations, Frast lites, Nove Theat, Stings, at threat Rores, Prisenance Rites, and Reprint Reprise Res. Lin.

The drooping girl new vigor shall state in-

Bloom on the lip and circle in the vein Female complaints always yield to the mild action of these to a flush of courts and beauty,

No sum of desing so much -Try one box of these (get uine) sugar Coated Fills; five regularly, and you will glad you have taken this sensible advice, Solid every where in the United States.

Another Scientific Wonder!-Important to Dyspepties. - Dr. J. S. Roughton's Pepale, the True Diconive Fluid or Gastrio Juice, pretured from Rennet, or the much Stomach of the Ox, after directions of Baron Leibeg. the great Physiological Chomist, by J. S. Houghton, M. D. tion, Dyspepsis, medice, Liver Complaint, Constirpation and Debility, curing after nature's own method, by nature's own agent, the Gustrie Julee. Pamphlets, containing scientific eridences of its value, furnished by agents gratis. See notice

IMPORTANT TO SLAVEHOUDERS. DR, MORRIS having permanently located in Nasawana,

bugging or imposing upon you, but to relieve those who may be sufficing with diseases which are destroying by piece meal many of year deserving and osuful citizens. GRAVEL STRICTURES,

and all diseases of the genisal organs are thoroughly understood and enconsfully treated by Dr. M. ar may be provisory, and in such quantities from time ! time us the case may require, and, until neuro shall be M.

ficularly invited to the above. These having servants of flered with Service, Green, stiffness or advences of the improved leants, would find it to their advantage to consul-Dr. M. His treatment is wild, and in no case will it be necessary to lose time while using medicines.

All communications from persons at a distance, post paid a closing five dollars, will be promote attended to, DE, W. H. MORRES. Office over Muteal Protection Insurance Office, Cedar's [may 13 -dAwi 8500 REWARD.

PANAWAY from the subscribers on the fid of Descenber last, N. J. Wright's in Charabers county, Aindows, THREE Negro tellows, fe-witter Dick, a black fullow, about 2x rears old about 5 feet's whee high, trim enade, teeth bad, has been ladly shipped, weighs about the position Edinor fellow, about 24 years old, about 5 feet 7 inches high, fore gotte lumny, well make. cars recoilected. Both said boys were bought in Greenvill Sent 4 inches high, well made, speaks on the Datch order, weight about 10 years old, about 2 feet 4 inches high, well made, speaks on the Datch order, weight about 100 pounds. He was bought in Richmond. Vz. If said boys are stolen we well give the above rew. so that we can get them. These regress were taken up hea Chatteneoga but made their escape; they had changed the names and will probably continue to pass by names differen the last of December, but made their escape again. The

WM. A. CURETON, ill please give the above a weekly insertions, and forwarder accounts to this office for payment. And forward, for he time, their papers to the subscribers,—Greenedle (S. W. A. & D. T. CURETON

COPARTNERSHIP L'EOMBS & CORNELIUS, have taken in part nechip with thetaselves Mr. D. W. DOERIS. The use will will in future be known and bailed under the name and style of M'COMBS, CORNELIUS & CO.

TO DRY GOODS MERCHANTS. irulis, can testaly to FEHURSTON & BERNARD, No. 2, Union street, Nashvilla